

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 1:25-CV-21291-AUGUSTIN-BIRCH**

**SHELBY MAYES,**

**Plaintiff,**

**v.**

**J & J GREEN PAPER, INC., *et al.*,**

**Defendants.**

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**ORDER GRANTING JOINT MOTION FOR ENTRY OF ORDER  
APPROVING SETTLEMENT AND DISMISSING CASE WITH PREJUDICE**

This cause comes before the Court on the parties' Joint Motion for Entry of Order Approving Settlement and Dismissing Case with Prejudice. DE 50; *see also* DE 50-1 (Settlement Agreement). The parties' Settlement Agreement resolves claims brought under the Fair Labor Standards Act ("FLSA"). A settlement resolving an FLSA claim must either be presented to the Secretary of Labor or be scrutinized by a court for fairness. *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352–53 (11th Cir. 1982). In reviewing the fairness of a settlement of an FLSA claim, a court determines whether the settlement is a fair and reasonable resolution of a bona fide dispute. *Id.* at 1355.

As part of the Settlement Agreement, Plaintiff Shelby Mayes will receive \$6,000, and her counsel will receive \$12,000 for fees and costs. DE 50-1 at 1. Since the amount Plaintiff will receive under the Settlement Agreement exceeds the amount Plaintiff sought in her statement of claim, the Court has no reason to suspect that the Settlement Agreement is the product of fraud or collusion. *See* DE 16 (Plaintiff's statement of claim for \$5,000 in wages). The Court has also

reviewed Plaintiff's counsel's billing records, DE 55-1, and finds counsel's hourly rates to be in line with the rates normally approved within this District and the number of hours billed to be commensurate with the work necessitated by this case. Lastly, the Court has examined the Settlement Agreement and finds that its terms are fair and reasonable.

Accordingly, the Court **GRANTS** the parties' Joint Motion [DE 50], **APPROVES** the parties' Settlement Agreement [DE 50-1], and **DISMISSES WITH PREJUDICE** this case. Per the parties' request, the Court retains jurisdiction for **60 days** for the limited purpose of enforcing the terms of the Settlement Agreement.

**The Clerk of Court is directed to close this case. Any hearings are canceled, any deadlines are terminated, and any motions are denied as moot.**

**DONE AND SUBMITTED** in Chambers at Fort Lauderdale, Florida, this 10th day of October, 2025.



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PANAYOTTA AUGUSTIN-BIRCH  
UNITED STATES MAGISTRATE JUDGE